

GOVERNMENT OF TELANGANA
ABSTRACT

Irrigation & CAD Dept.- TSWRIDCL – Approval of certain modifications in the terms and conditions of loan sanctioned by Power Finance Corporation Ltd., Chennai for Rs.3426.25 Crs to SitammaSagar Multipurpose Project (SSMPP)–Permission-Accorded- Orders- Issued.

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IRRIGATION & CAD (PROJECTS-III) DEPARTMENT

G.O.Ms.No. 29

Dated: 23-07-2021

Read:

From the MD,TSWRIDCL, Hyd., Letter No: MD/TSWRIDCL/ HYD/ PS/ 393/ 2021, Dt:25-02-2021.

ORDER:

Under the circumstances reported by the Managing Director, TSWRIDCL, Hyderabad in the reference read above, and requested by the Power Finance Corporation Ltd., Chennai, after careful examination, Government hereby accord approval for certain modifications in the terms and conditions of loan sanctioned by Power Finance Corporation Ltd., Chennai for Rs.3426.25 Crs to SitammaSagar Multipurpose Project (SSMPP), in order to execute the Guarantee Deed and the modified conditions are annexed to this orders.

2. The Managing Director, TSWRIDCL, Hyderabad shall take necessary action accordingly.

3. This order issues with the concurrence of the Finance (DCM) Dept. vide their U.O. No.1099644/184/A1/DCM/2021, Dated.16-07-2021.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)

DR.RAJAT KUMAR
SPECIAL CHIEF SECRETARY TO GOVERNMENT

To

The Managing Director, TSWRIDCL, Hyderabad

Copy to:

The Accountant General, Hyderabad.

The Director of Works and Accounts, Hyderabad.

PS to Secretary to Hon'ble CM,

PS to Special Chief Secretary to Government, I&CAD Dept.

The Power Finance Corporation Ltd., Chennai,

The Finance (DCM) Department.

Sf/Sc

//FORWARDED::BY ORDER//

SECTION OFFICER

ANNEXURE TO G.O. Ms. No.29 , IRRIGATION & CAD (PROJECTS-III)
DEPARTMENT,DATED.23-07-2021

1.0	AGREEMENT:
1.1	The Borrower shall execute a Memorandum of Agreement (MOA) in the form prescribed by the Power Finance Corporation Ltd. (the Corporation) for the purpose which shall include all terms & conditions of the sanction letter. The Borrower shall submit all other documents as required within six months of the date of letter of sanction of loan.
1.2	The Memorandum of Agreement shall not be executed in case the borrower has been declared a defaulter by the Corporation.
2.0	VALIDITY PERIOD OF SANCTION:
2.1	The sanction of loan shall be valid for a period of six months from the date of sanction letter, within which borrower to execute the complete documents (i.e. MOA along-with documents required before or at the time of execution of MOA). However, the Corporation may, in exceptional cases, agree to extend the aforesaid period of six months, for such further period as it may deem appropriate if the Borrower makes an application to the Corporation before expiry of initial six-month period, duly supported by the reasons for such extension.
3.0	RATE OF INTEREST:
3.1	<p>The Borrower shall pay interest on the said Loan at the rate of interest prevailing on the date of each disbursement as per the Corporation policy which shall be 10.66%[#] per annum payable monthly for reset period of 3 years, along with tax, if any, at the rate applicable from time to time. The interest in favour of the Corporation shall begin to accrue from the date of payment/cheque issued by the Corporation. The instalment of interest and tax, if any, will be payable monthly on the last day of each month, after commencement of disbursement. The amount of interest and tax, if any, payable will be calculated at the above rate up to the date immediately preceding the due date of payment i.e. 29th/30th day of the month on the amount disbursed/ outstanding up to the last day of the preceding month. Computation of interest shall be made on a daily basis using 365 days factor.</p> <p>[#]The above interest rate shall be governed as follows:-</p> <p>a. If PFC's notified rate for TSWRIDCL for generation scheme falls below 10.66% p.a. payable monthly, the applicable interest rate shall be PFC's notified rate for TSWRIDCL for generation scheme, without any rebate.</p> <p>b. b. If PFC's notified rate for TSWRIDCL for generation scheme is between 10.66 % p.a. payable monthly and 11.65% p.a. payable monthly, the applicable interest rate shall be 10.66% p.a. payable monthly.</p> <p>c. If PFC's notified rate for TSWRIDCL for generation scheme goes above 11.65 % p.a. payable monthly, a rebate of 99 bps shall be applicable on PFC's notified rate for TSWRIDCL for generation scheme.</p> <p>Thus, interest rate of 10.66% p.a. payable monthly shall be defined as floor rate for the instant proposal for generation scheme of TSWRIDCL unless PFC's notified rate for generation scheme falls below 10.66% per annum payable monthly.</p>
3.2	Interest Reset: Notwithstanding anything herein above, the Corporation shall have a right to reset the rate of interest, at its discretion, from third /fifth/tenth year (as applicable) beginning with the date of first disbursement. Borrower shall furnish the option in regard to reset period at the time of execution of MOA. Interest rate applicable as per opted reset period shall apply. Methodology for resetting i.e. determination of amount to be reset, reset date etc. shall be as applicable from time to time.
4.0	DRAWAL SCHEDULE:
4.1	The borrower shall submit a quarter-wise schedule of drawal of this loan a month before the first disbursement to the Corporation, the year being the financial year commencing April 1st and ending March 31st and, the quarters being three months period beginning from 1st April, 1st July, 1st October and 1st January of the year. The borrower will be required to draw the entire amount of committed funds in the respective quarters.
5.0	REPAYMENT OF LOAN:
5.1	The loan shall be repaid by the Borrower in 180 (one hundred and eighty) equal monthly instalments on last date of each month , commencing on the first repayment date falling six months after scheduled Date of Commencement of Commercial operations (DCCO).

6.0	ALL PAYMENTS TO BE REALISABLE AT PAR IN NEW DELHI:
6.1	The Borrower shall so arrange that the amounts due and payable to the Corporation are realizable by the corporation at par on the due date of the relevant payments in New Delhi. The Corporation shall prefer and encourage the borrowers to make payments of the dues through e-payment system, in specified Bank Account(s) of the Corporation, as may be notified from time to time.
7.0	SHIFTING OF DUE DATE OF PAYMENT OF INSTALMENT:
7.1	In case the standard due date falls on a bank holiday (at the Corporation's bank at New Delhi), the due date shall be shifted to the immediately following bank working day and interest will be charged till such date.
8.0	APPROPRIATION OF AMOUNT PAID BY THE BORROWER:
8.1	The amount paid by the Borrower shall be appropriated in the order of occurrence of dues in the following order: a) Costs, charges, expenses, applicable taxes, statutory duties and other moneys; b) Interest on costs, charges, expenses, losses, applicable taxes, statutory duties and other moneys; c) Additional Interest; d) Commitment Charges; e) Interest/ tax if any; f) Repayment of principal in the order of the occurrence of the dues; and lastly; g) Prepayment of principal.
8.2	The borrower shall agree that if the money remains unpaid for more than one due date, the dues shall be appropriated due date wise in order of their occurrence i.e. dues pertaining to a due date which has occurred earlier in sequence would be appropriated first. Thereafter, the dues pertaining to the ensuing due date would be appropriated and the appropriation of dues shall continue in the same manner till all dues are appropriated. The dues for each due date shall be appropriated as per the appropriation clause 8.1 .
8.3	<u>Appropriation of instalment of principal payment</u> Unless agreed otherwise, the repayment of loan instalment shall be appropriated on First In First out (FIFO) basis i.e. loan repayment instalment shall be appropriated against the outstanding disbursements (i.e., outstanding loan balance) in the same sequence in which loan was disbursed.
9.0	PRE-PAYMENT OF LOAN:
9.1	Prepayment of a Loan by the borrower can be made only after obtaining the prior written consent of PFC. It would be PFC's sole discretion to grant or refuse to grant such consent. Further, PFC's consent for prepayment (which will include the consent for full or partial prepayment) shall be valid for a maximum period of 2 months from the date of receipt of approval from Competent Authority.
9.2	The borrower shall have the option to prepay the principal outstanding in a Rupee Term Loan (either in full or in part) together with all interest, other charges and monies due and payable to the PFC up to the date of such prepayment subject to Payment of a Prepayment premium on the loan amount proposed to be prepaid on any day and subject to a Notice period of 30 days. In case borrower wants to pre-pay with a shorter notice period, PFC shall charge interest for the entire 30 days of stipulated notice period.
9.3	In case of partial prepayment, the option to prepay the principal outstanding Loan in parts can be exercised by the borrower maximum upto 2 times during the entire loan period (including subsequent extension in the loan period, if any). For determining the above 2 time limit for partial prepayment, only those cases will be considered where the prepayment amount has been received within the validity period of PFC's consent.
10.0	DRAWL & UTILISATION OF LOAN AND COMPLETION OF PROJECT:
10.1	The Borrower shall ensure that the equipment/materials for which the loan is obtained from the Corporation are utilised for the implementation of the project.
10.2	The Borrower shall not raise borrowings from any other sources for meeting the cost of equipment/materials/works financed through this loan.
10.3	The Borrower shall take all necessary steps to ensure that the project is completed as envisaged in the manner and according to the time schedule envisaged, i.e. 31 st July 2024 (scheduled Date of Commencement of Commercial Operation, DCCO) or such other date as may be agreed to by the Corporation. However, the DCCO shall be firmed up after the first disbursement.

10.4	The procurement by the borrower for various equipment/material/work/studies being fully/partially financed by the Corporation loan shall generally be done in accordance with the borrower's standard procurement procedure or as may be applicable by the International Financial Institution whose loan proceed may be intended to be availed under the loan.
10.5	The loan shall be disbursed according to the disbursement procedure of the Corporation, as modified/amended from time to time and/or as mutually agreed. The Borrower shall before the disbursement of the loan sanctioned, furnish to the Corporation a schedule in the prescribed form containing complete details of the equipment/materials ordered/supplied and/or civil/ erection work completed/ to be completed for which the payments are required to be made or to become due.
10.6	The Borrower shall have to submit its application for drawl of the loan duly supported by the certificates and documents as required by the Corporation.
10.7	For specific type of loans or sub-projects or loan arrangements tailor made disbursement/reimbursements procedures would be evolved in consultation with the Borrower and shall be followed on both sides.
10.8	If desired by the Borrower, the Corporation may make an advance payment as per the disbursement procedure of the Corporation on completion of necessary loan documents. The utilization certificate shall be submitted by the borrower normally within six months of the drawl against advance.
10.9	The Corporation shall not be liable for any charge whatsoever for which the Borrower may become liable due to delayed payment in respect of the equipment/materials ordered/supplied or in respect of civil/erection works executed through the agency(ies) engaged.
10.10	The borrower shall draw the loan as per drawl schedule and the closing date of loan shall be six months from the date of scheduled DCCO or such other date as may be agreed to by the Corporation. The DCCO shall be firmed up after the first disbursement.
10.11	Claims for expenditure incurred from 1 st November 2020 will be admissible against this loan.
11.0	TRANSFER AGREEMENTS IN CASE OF STRUCTURING OF SEBS/STATE POWER UTILITIES:
11.1	NA
12.0	GUARANTEES & SECURITIES:
12.1	The loan shall be guaranteed fully, unconditionally and irrevocably by the Govt. of Telangana in respect of repayment of the loan amount of ₹3426.25 crore, payment of interest/service charges thereon, payment of commitment charges, if any, additional interest, if any, and costs, charges, expenses, applicable taxes, statutory duties and other money within two months from the date of this letter(i.e., 10th February 2021) of modified conditions to loan no. 89101001 and the State Government shall execute the Guarantee Deed/Guarantee Bond in the form prescribed by the Corporation for the purpose.
12.2	NA
12.3	In cases, where the borrower fails to create all securities as per terms of sanction by the stipulated date, the Corporation shall charge an additional interest on the outstanding loan amount at the prevailing rate (presently 1% p.a.) from the date of expiry of the stipulated period allowed (as per terms of sanction) In case the disbursement against the loan increases beyond 75% of the loan amount and entire security as per terms of sanction has still not been created, additional interest shall be levied on the amount outstanding, from the date the disbursement against the loan exceeds 75% limit.
13.0	ADDITIONAL INTEREST IN CASE OF DELAY IN PAYMENT/LIABILITY TOWARDS ADDITIONAL CHARGES/COSTS ETC:
13.1	In the event of the interest or the principal not being paid to the Corporation by the Borrower on the due date as indicated in the foregoing clauses, the Borrower shall pay to the Corporation additional rate of interest, as per policy which is currently 2 % over and above the rate of interest mentioned in para 3.1 ante at which the loan is disbursed/reset, which will be compounded on monthly basis.
13.2	The additional interest charged from borrowers shall be subject to the rebate of different rates, provided the repayment of dues is received in the following manner:

	<p>a) In case the payment is received within one month of the date on which the repayments become due, 50% of the additional interest due from the date of default till the date of receipt, shall be allowed as rebate;</p> <p>b) In case the payment is received within two months of the date on which the repayments become due, 30% of the additional interest due from the date of default till the date of receipt shall be allowed as rebate;</p> <p>c) In case the payment is received within three months of the date on which the repayments become due, 10% of the additional interest due from the date of default till the date of receipt, shall be allowed as rebate; <u>and</u></p> <p>d) No rebate shall be given in additional interest in case of default of over three months.</p>
13.3	The Borrower shall pay on demand all costs, charges, expenses, applicable taxes, statutory duties and other money that may be incurred by the Corporation including but not restricted to documentation and creation of security, in connection with remittance/receipt of moneys to or to the order of or from the borrower, or in connection with protecting and/or enforcing the rights of the Corporation under the Memorandum of Agreement and/or Guarantee Deed and/or any other document for the loan in question. The decision of the Corporation with regard to the amount/loss incurred on these, shall be final and binding on the Borrower.
14.0	DEFAULTS:
14.1	In case it is found to the satisfaction of the Corporation, which shall be final and not questioned, that the amount already disbursed has not been properly and effectively utilised by the Borrower for the project/programme and/or the progress achieved in the implementation of the project/programme or compliance of any of the condition(s) of this loan is considered to be not satisfactory, the Corporation shall have absolute discretion at any time to suspend, reduce, cancel, recall, alter or delay disbursement of said loan and/or instalments in any manner and may decline to disburse any and/or all the remaining instalments without assigning any reason thereof, to the Borrower and without being liable for any losses or damages.
14.2	If the Borrower defaults in the payment of principal or interest or any other payment required under the loan agreement, the Corporation, at its option, may by notice to the Borrower and to the guarantor, declare the principal of the loan then outstanding to be due and payable immediately together with the interest and other charges thereon, and on such declaration such principal, together with the interest and other charges thereon, shall become due and payable immediately.
14.3	In case of default in payment of dues such as principal, interest etc, as the case may be, for loan, the Corporation shall have the right to disclose the name/details of the borrower/loan etc. to CIBIL or RBI or any such authority
15.0	SUPERVISION AND MONITORING:
15.1	<p>The Corporation would monitor the progress of project/scheme financed by it. In this respect:</p> <p>a) The Borrower shall furnish to the Corporation such reports on its working, either in general or in specific relation to this loan, in the manner as may be prescribed by the Corporation from time to time.</p> <p>b) The Borrower shall furnish periodic progress reports on the formats, as defined by the Corporation, on the utilization of this loan and on the physical progress of the project/programme from time to time.</p> <p>c) The Borrower shall furnish a completion report on the successful completion of the project within 6 (six) months of the commercial operation of the projects/schemes as per format prescribed by the Corporation.</p> <p>d) The Borrower shall provide full co-operation and access to the officials of the Corporation/Consultants for monitoring through visits to Project related sites, store as well as the Head Quarters of the borrower. The borrower shall also provide documents as may be deemed necessary for assessing the physical as well as financial progress of the project.</p> <p>e) It would be open to the corporation to depute its officers and other staff/nominees for inspection of the matters relating to this loan and its purposes and the inspecting staff shall have access to such books, records and stores of the Borrowers as will be deemed necessary by the inspecting staff/nominees. The Borrower shall allow all facilities to the inspecting officers/nominees for the purpose of carrying out such inspection and render such explanation or elucidation as may be required by the Corporation and or its nominees and allow the taking of any copies of/or extracts therefrom.</p>

	In case the Corporation is not satisfied with the progress of the project/scheme financed or the utilisation of financial assistance provided, it may resort to remedial measures as stipulated in the clause DEFAULT.
16	MAINTENANCE OF ACCOUNTS AND AUDIT:
16.1	The Borrower shall maintain proper accounts and other records and prepare annual accounts including the profit and loss account and the balance sheet in the forms and manner prescribed under the applicable Act/Regulations. The Borrower shall furnish to the Corporation the audited accounts within seven months of the close of the year to which the accounts relate. However, the borrower shall submit the audited annual account of TSWRIDCL for FY2019-20 by 31st July 2021
17.0	STATE GOVT. LOAN/BUDGETARY SUPPORT:
17.1	The Borrower shall not make/adjust the payment of interest or repayment of State Govt. loans due to it until such time that the liability in regard to payment of interest and repayment of loan due up to date to the Corporation is fully paid.
17.2	The loan from the Corporation shall be in addition to the State's budgetary support committed for the project as per the approved annual plan provision.
18.0	SALE/ TRANSFER/ ABANDONING OF THE PROJECT BY THE BORROWER:
18.1	a) The Borrower must be and continue to be the owner and in physical possession of the project at the time of execution of Memorandum of Agreement, disbursement of each installment of loan amount and till all the moneys due to the Corporation are fully liquidated by the Borrower. b) The Borrower shall not sell/transfer or abandon the project at any stage in any manner without prior written consent of the Corporation. The Corporation reserves the right to recall the loan with all outstanding dues including prepayment premium as applicable from time to time.
19.0	RIGHT TO ASSIGN/TRANSFER THE LOAN TO OTHER FIS, BANKS & ARCS:
19.1	During the currency of the loan, PFC shall have the right to assign all or any of its obligations or transfer the loan to any other FIs, Banks, ARCs without the consent of the borrower.
20.0	MISCELLANEOUS PROVISIONS:
20.1	The said loan shall also be subject to such further terms and conditions as may be laid down in the form of agreement to be executed by the Borrower.
20.2	The borrower <TSWRIDCL> to procure all Transformers of 16 KVA to 200 KVA rating financed under the loan of 3 star or above only, as required under the Standard & Labeling (S&L) program of Bureau of Energy Efficiency.
20.3	Borrower shall agree for mapping of project assets and tracking progress of the project using services of National Remote Sensing Centre.
20.4	"The Borrowers shall give an undertaking that any change in its pattern of ownership including shareholding of Government of Telangana in TSWRIDCL , shall be subject to prior written approval of PFC. Under such cases, PFC reserves the right to take necessary measures for safeguarding the interest of PFC and to stipulate additional conditions including but not restricted to rate of interest, additional security, collateral etc."
20.5	The Borrower shall suitably include in Display Board pertaining to the project that the project is financed by PFC.
20.6	No dividend would be declared by the Borrower if there is any default in respect of PFC's loan.
20.7	PFC shall have the unconditional right to cancel the undrawn/un-availed/unused portion of the loan/facility at any time during the subsistence of the Loan/Facility, without any prior notice to the borrower, for any reason whatsoever. In the event of such cancellation, all the provisions of extant agreement and all other related documents shall continue to be effective and valid for the already drawn and outstanding portion of loan and the borrower shall repay the outstanding dues under the loan duly and punctually.
20.8	PFC's commitment to disburse against a loan will commence on first disbursement.
20.9	The Borrower shall furnish all the documents as may be required in terms of the loan
20.10	The Borrower shall execute the financing and the security documents in the format prescribed by the Corporation.
20.11	The Borrower shall submit an undertaking stating that it will comply with all the provisions of Public Procurement (Preference to Make in India) order dated 04/06/2020 or any amendments thereof.

	The Borrower shall submit an undertaking stating that it will comply with all the provisions of Public Procurement (Preference to Make in India) order dated 04/06/2020 or any amendments thereof for any contracts awarded after the date of sanction i.e., 8th December 2020.										
21.0	Pre-Commitment Condition:										
21.1	Borrower shall become KYC Compliant with PFC's KYC policy before execution of the loan agreement between the Borrower and PFC.										
21.2	The Borrower shall undertake that it shall provide information/documents as applicable from time to time for compliance with KYC policy of PFC. Further, the Borrower undertakes to submit information/documents to PFC in the event of any change in the information with respect to borrower, its Beneficial Owner(s) and Authorized Signatory(ies) as per KYC policy of PFC.										
21.3	NA										
21.4	<p>a. The Borrower shall undertake to maintain an overall long-term financing structure with Debt and Equity in the ratio of 80:20 respectively. However, The borrower shall bring in the required equity in phase-wise manner such that the debt:equity at the end of financial year is as follows:</p> <table><tr><td>Financial Year</td><td>Debt:Equity Ratio</td></tr><tr><td>FY 2021-22</td><td>90:10</td></tr><tr><td>FY 2022-23</td><td>85:15</td></tr><tr><td>FY2023-24</td><td>82:18</td></tr><tr><td>FY2024-25</td><td>80:20</td></tr></table>	Financial Year	Debt:Equity Ratio	FY 2021-22	90:10	FY 2022-23	85:15	FY2023-24	82:18	FY2024-25	80:20
Financial Year	Debt:Equity Ratio										
FY 2021-22	90:10										
FY 2022-23	85:15										
FY2023-24	82:18										
FY2024-25	80:20										
	The borrower shall submit necessary documents showing the infusion of required equity within 7 months from the end of each financial year.										
	<p>b. The Borrower undertake that it shall not take any additional debt exposures beyond the agreed funding pattern for the project and/or to take new project and/or expansion of existing project without the prior approval of PFC.</p> <p>The Borrower undertake that it shall not take any additional debt exposures beyond the agreed funding pattern for the project and/or to take new project and/or expansion of existing project without the prior approval of PFC.</p>										
	c. The borrower shall arrange following undertakings from Promoters:										
	i. NA.										
	ii. The borrower shall arrange following undertakings from promoters: "There shall be no change in the shareholding pattern of the Government of Telangana in TSWRIDCL , directly or indirectly, without the approval of PFC."										
21.5	The Borrowers shall give an undertaking that any change in its pattern of ownership including shareholding of Government of Telangana in TSWRIDCL , shall be subject to prior written approval of PFC. Under such cases, PFC reserves the right to take necessary measures for safeguarding the interest of PFC and to stipulate additional conditions including but not restricted to rate of interest, additional security, collateral etc."										
21.6	The Borrower shall submit an undertaking stating that it will comply with all the provisions of Public Procurement (Preference to Make in India) order dated 04/06/2020 or any amendments thereof for any contracts awarded after the date of sanction i.e., 8th December 2020.										
22.0	Pre-disbursement Conditions:										
22.1	NA										
23.0	Additional Pre-commitment conditions:										
23.1	The borrower shall undertake that the funds released by PFC shall only be utilized only for the portion of the project which has been approved by Govt. of Telangana.										
23.2	The borrower shall undertake that it will not make any investment in scheme(s) where approval has been denied by CWC.										
23.3	The borrower shall submit an undertaking that it shall acquire/obtain and maintain valid possession of land required for the scheme covered under the project throughout the tenor of PFC loan.										
23.4	The borrower shall submit an undertaking that it shall obtain all statutory and non-statutory clearances/ approvals as required during implementation and operational phases of the proposed project and to comply with the conditions specified therein.										

23.5	The borrower shall undertake that there is no duplication /overlapping of works with any other scheme for which funding has been sought from PFC/ other banks and FIs.
23.6	The borrower shall undertake to submit a commitment letter from the finance department, Government of Telangana for infusion of entire equity/funds and for shortfall of funds, if any, required for completion of the Projects being implemented by TSWRIDCL.
23.7	The borrower shall undertake to arrange budgetary support from Govt. of Telangana for the balance funds required for completion of the project.
23.8	The borrower shall undertake to provide budgetary provision for servicing of PFC Debt.
24.0	Additional Other Conditions:
24.1	Reimbursement of expenditure incurred in works covered under the subject project shall be permissible from 1 st November 2020 onwards.
24.2	TSWRIDCL shall submit the audited annual accounts for FY 2019-20 by 31 st January 2021. TSWRIDCL shall submit the provisional/unaudited annual accounts for FY 2019-20 by 31st March 2021 . The audited annual accounts for FY 2019-20 shall be submitted by 31st July 2021 .
24.3	The IDC of ₹ 85.78 crore included in PFC debt shall be funded by PFC only after the required equity been brought by the borrower.
24.4	Disbursement against the loan shall be limited to 60% of the loan amount till the compliance of either of the below conditions:
	(i) (a) The borrower shall submit necessary documents demonstrating that the approvals/ clearance obtained for Sita Rama Lift Irrigation Project are applicable for SitammaSagar Multi-Purpose Project and separate approvals for SitammaSagar Multi-Purpose Project are not required.
	and (b) in case of (a), the borrower shall obtain approvals/ clearances from CWC for Sita Rama Lift Irrigation Project.
	(ii) In case if the separate approvals/ clearances are required for SitammaSagar Multi-Purpose Project, the same shall be obtained and submitted to PFC.
24.5	In the event of stoppage of works due to unavailability of any clearance/approval, PFC shall have unconditional right to recall the loan/stop disbursement without any prior notice.
24.6	TSWRIDCL shall submit commitment letter from finance department, GoT before first disbursement for making budgetary provision in the State Budget every year for amount due from time to time under the loan agreement including, repayment of principal, payment of interest/service charges thereon, payment of commitment charges, if any, additional interest, if any and costs, charges, expenses, applicable taxes, statutory duties and other money that become payable under the Loan Agreement in respect thereof.
24.7	TSWRIDCL shall submit confirmation letter from Finance Department, GoT that State Govt. Guarantee provided to PFC as security is within FRBM limits.

DR.RAJAT KUMAR
SPECIAL CHIEF SECRETARY TO GOVERNMENT

//FORWARDED::BY ORDER//

SECTION OFFICER